

**JOINT PROJECT AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF A
SANITARY SEWER COLLECTION SYSTEM ALONG BEECH RIDGE TRAIL, FOR
THE PAYMENT OF FEES NECESSARY TO USE THAT SYSTEM, AND TO SPECIFY
THE RIGHTS AND RESPONSIBILITIES OF EACH PARTY AFTER COMPLETION OF
SAID FACILITY**

This Agreement is made and entered into this 5th day of April 2004, by and between Talquin Electric Cooperative, Inc., a non-profit utility (hereinafter "Talquin") and Leon County, a political subdivision of the state of Florida (hereinafter the "County").

WITNESSETH

WHEREAS, the County Code of Laws provides that citizens may petition the Board for improvements that will benefit their property, and such improvements may include sanitary sewer service and, if said petition meets the requirements of County Code, the Board may order the construction of said improvements and then assess the abutting property owners for the cost thereof; and

WHEREAS, a majority of the 11 residential lot owners along Beech Ridge Trail in Killearn Lakes Unit 1, a recorded subdivision in Leon County, have presented a petition to the Board for sanitary sewer, and that petition having been accepted and on January 13, 2004, the Board did order the construction of said improvements; and

WHEREAS, Talquin, a licensed and registered provider of sewer utility services previously granted the utility franchise for sewer service for the area, has determined it has adequate capacity to accept service for the property subject to this agreement; and

WHEREAS, the County finds that the most cost effective and timely means of providing sewer service to the residents of Beech Ridge Trail is to have Talquin install a system that is sufficient to serve all adjacent residential lots, said system to be owned and operated by Talquin.

NOW, THEREFORE in the consideration of promises contained herein and the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- 1. The above recitals are hereby incorporated into and made a part of this Agreement.**
- 2. Talquin shall utilize the services of a Professional Engineer or other such consultant as may be selected by Talquin to design and permit the system in accordance with the standards of the Leon County Public Works ("County Standards") and the Florida Department of Environmental Protection ("State Standards").**

3. Talquin has collected \$4,065 from individual homeowners to pay for the design and permitting expenses prior to this Agreement. Talquin hereby agrees to within 20 days of the execution of this Agreement refund those payments to the individual homeowners and those costs will be included in the construction cost of the sewer collection system to allow the uniform distribution of those costs to all participants in the project.
4. The development of the Beech Ridge Trail sanitary sewer collection system (the "System") shall include, the costs of design, permitting, materials, construction, system and connection fees consistent with the current prevailing fees charged by Talquin, to be collectively referred to as the "Project", and is further described as follows:

beginning at an existing manhole located on the east side of Beech Ridge Trail at the north side of the intersection of Beech Ridge Trail and Lawton Chiles Lane. The project shall include a 2" diameter force main constructed along Beech Ridge Trail north from said intersection, and shall include all roadway bores, service laterals to the right-of-way at each platted residential lot, site restoration and testing of system components as required by State Standards.
5. Talquin shall construct said sewer collection system in accordance with approved plans and specifications and pay for the cost of design, permitting, construction and testing. Construction shall be completed no later than 3 months after the date of execution unless an extension of time to complete is granted by the County. Talquin shall pay any and all costs for design, permitting, construction and testing of the Project. It is agreed that the total cost of the sewer collection system, including engineering design and permit costs, is \$27,485.67. The County shall pay Talquin for the cost of the sewer collection system (in the amount of \$27,485.67) within 30 days of satisfactory completion of construction of the project.
6. Construction services to be provided by Talquin shall include construction contract negotiations and periodic construction observation. Talquin shall acquire certifications from the State before placing the System into operation.
7. County shall pay to Talquin the current system fee (\$3,650) and connection fee (\$520) for all 11 residential lots and Talquin agrees that by collecting said system and connection fee, the lot owner will not be charged said system and connection fee upon requesting service. The total amount of fees is \$45,870 and shall be payable to Talquin within 30 days of satisfactory completion of the project.
8. This Agreement shall not be construed to grant, guarantee, or vest in or to Talquin any particular type of development rights.

9. The parties agree that all sewer collection systems to be installed to provide this utility service to the residential lots along Beech Ridge Trail are and shall be the property of Talquin and that neither the County nor its agents or assignees shall have any proprietary interest in this System.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.
11. Nothing in the Agreement shall be deemed a waiver of the limits of liability of either Talquin or the County beyond any statutorily limited waiver of immunity or limits of liability contained in Florida Statute §768.28, as amended, or other statute of law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
12. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained herein.

No deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written, and no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed through its Chairman on this 3rd day of April 2004, and Talquin has executed through its Board President on this 1st day of March 2004.




LEON COUNTY
a political subdivision of the state of Florida

BY: Jane A. Sauls
JANE SAULS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: [Signature]

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: 
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

TALQUIN ELECTRIC COOPERATIVE, INC.
a non-profit utility

BY: 
MALLORY E. GREEN, PRESIDENT

STATE OF FLORIDA
COUNTY OF LEON

Sworn to (or affirmed) and subscribed before me this 17th day of March
2004 by Mallory E. Green.

(SEAL)


Notary Public  Debra F. Sansom
Commission # DD258755
Expires December 30, 2007
Bonded Troy Fan - Insurance Inc. 800-386-7019

Personally known ✓

OR Produced Identification
Type of Identification Produced _____